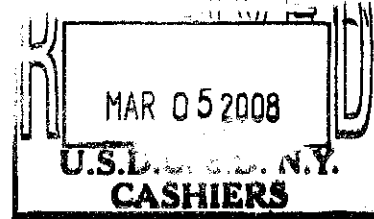


Michael J. Frevola  
Lissa D. Schaupp  
HOLLAND & KNIGHT LLP  
195 Broadway  
New York, NY 10007-3189  
(212) 513-3200

ATTORNEYS FOR PLAINTIFF  
SEATRANS ERMEFER TANKERS AS



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SEATRANS ERMEFER TANKERS AS,

Plaintiff,

-against-

LIO YAG SANAYI VE TICARET A.S. a/k/a LIO  
YAG SAN. VE TIC. A.S.,

Defendant.

08 Civ. 2147 (SAS)

**AMENDED  
VERIFIED  
COMPLAINT**

Plaintiff, Seatrans Ermefer Tankers AS ("Seatrans" or "Plaintiff"), by and through its attorneys, Holland & Knight LLP, for its verified complaint against Lio Yag Sanayi Ve Ticaret A.S. a/k/a Lio Yag San. Ve Tic. A.S. ("Lio Yag" or "Defendant"), alleges, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times material herein, Seatrans is and was a business entity organized and existing under the laws of the Norway with its postal business address at P.O. Box. 15, Nesttlun, 5852 Bergen, Norway and its principal place of business at Wernersholmvei 5, Hop, N-5232 Paradis, Norway.

3. Upon information and belief, at all times material herein, defendant Lio Yag is and was a business entity organized and existing under the laws of Turkey with its principal place of business at A.O.S.B. 10003 Sokak no. 3, Cigli 35620, Izmir, Turkey.

4. On or about June 8, 2005 Seatrans and Lio Yag entered into a voyage charter party (the "Charter") to ship a cargo of corn oil from Santos, Brazil to Izmir, Turkey aboard the TRANS IBERIA ("Vessel"), which Charter was memorialized via a fixture recap, dated June 8, 2005. A true and correct copy of the fixture recap is annexed hereto as Exhibit 1.

5. The Charter included the standard VEGOILVOY charter party terms. A true and correct copy of the VEGOILVOY *pro forma* charter party is annexed hereto as Exhibit 2.

6. Under the terms of the Charter contained within the parties' fixture recap Seatrans is entitled to \$20,000 per day or pro rata for demurrage in the event that the Vessel is prevented from loading and discharging the cargo within the agreed amount of laytime.

7. The terms of the Charter state that laytime is established at 85.503042 hours or 3.562627 days.

8. In this case, the net time of the Vessel's loading and discharge exceeded the agreed laytime by 1.733709 days, which at a rate of \$20,000 per day establishes damages for Seatrans in demurrage in the amount of \$34,674.18. A true and correct copy of Seatrans' demurrage calculation is annexed as Exhibit 3.

9. On or about August 26, 2005, Seatrans demanded payment from Lio Yag for \$34,674.18 for demurrage, which after several reminders Lio Yag has refused to pay.

10. The Charter is governed by English law, which routinely allows for costs, including a reasonable allowance for attorney's fees.

11. Upon information and belief it will take two years to bring this dispute to conclusion, resulting in the following estimated interest and attorneys' fees and costs:

Interest:	\$ 9,393.38	(\$34,674.18 x 0.06/year from August 26, 2005 through March 1, 2010)
Attorneys' fees	\$ 35,000.00	
<u>Total Principal Claim:</u>	<u>\$ 34,674.18</u>	
Total Sought:	<u><b>\$ 79,067.56</b></u>	

12. Lio Yag is not found within the Southern District of New York but does have assets, good or chattels within the jurisdiction, to wit: funds or accounts held in the name of Lio Yag Sanayi Ve Ticaret A.S. and/or Lio Yag San. Ve Tic. A.S. with, upon information and belief, the following financial institutions: Bank of America, N.A.; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular; or any other financial institution within the Southern District of New York.

**WHEREFORE**, Seatrans Ermefer Tankers AS prays:

1. That a summons with process of attachment and garnishment may issue against the defendant, Lio Yag Sanayi Ve Ticaret A.S. a/k/a Lio Yag San. Ve Tic. A.S.; and if defendant

cannot be found, then that its goods, chattels and credits within the district, and particularly all bank accounts and other property of Lio Yag Sanayi Ve Ticaret A.S. a/k/a Lio Yag San. Ve Tic. A.S. with the financial institutions noted above in paragraph 12, may be attached in an amount sufficient to answer plaintiff's claim;

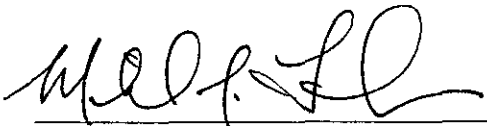
2. That defendant Lio Yag Sanayi Ve Ticaret A.S. a/k/a Lio Yag San. Ve Tic. A.S. and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;

3. That judgment be entered in favor of Seatrans Ermefer Tankers AS and against Lio Yag Sanayi Ve Ticaret A.S. a/k/a Lio Yag San. Ve Tic. A.S. in the amount of US \$79,067.56 (including estimated interest, expenses and attorneys' fees); and,

4. That this Court grant Seatrans Ermefer Tankers AS such other and further relief which it may deem just and proper.

Dated: New York, New York  
March 4, 2008

HOLLAND & KNIGHT LLP

By: 

Michael J. Frevola

Lissa Schaupp

195 Broadway

New York, NY 10007-3189

Tel: (212) 513-3200

Fax: (212) 385-9010

*Attorneys for Plaintiff*

*Seatrans Ermefer Tankers AS*

**VERIFICATION**

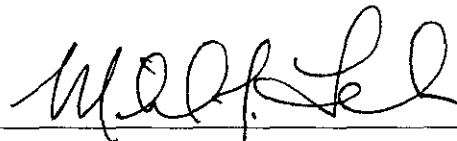
STATE OF NEW YORK )

:ss.:

COUNTY OF NEW YORK )

MICHAEL J. FREVOLA, being duly sworn, deposes and says:

I am a member of the firm of Holland & Knight LLP, counsel for Seatrans Ermefer Tankers AS ("Seatrans"), plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by Seatrans and corresponded with Seatrans' representatives regarding this matter. I am authorized by Seatrans to make this verification, and the reason for my making it as opposed to an officer or director of Seatrans is that there are none within the jurisdiction of this Honorable Court.



Michael J. Frevola

Sworn to before me this  
4<sup>th</sup> day of March, 2008

  
Notary Public

WALLIS BETH KARPf  
Notary Public, State Of New York  
No. 01KA6047092  
Qualified In New York County  
Commission Expires August 28, 20 10

# 5169798\_v1

# **EXHIBIT 1**

Reference number: 004C0530

Exp. Date: 23.07.2005

Created: 08.06.2005 15:52:11

From: "Will De'Ath" <wd@straship.com>  
 To: <chartering@uscpool.com>  
 cc:  
 Subject: Trans Iberia / Lio Yag San. Ve Tic. A.S.  
 Company: USC Pool  
 Department: Chartering

## Categories

Vessel name  
 Voyage number  
 Category  
 Business Partner  
 Cargoes  
 Chemical Type  
 Handled by

FRODE / WILL

WE ARE PLEASED TO RECAP FOIL CLEAN FIXTURE CONCLUDED TODAY 8/6/2005 BETWEEN  
 MESSRS SEATRANS  
 ERMEFER TANKERS, BERGEN - NORWAY AT T/C OWNERS AND MESSRS  
 LIO YAG SAN. VE TIC. A.S., TURKEY AS CHRTRS:

- Strictly Private &amp; Confidential

Account Lio Yag San. Ve Tic. A.S.

Owners Seatrans Ermefer Tankers, Bergen - Norway, as T/C Owner

M/T Trans Iberia OOS  
 Imo 9170597  
 Built 2000  
 Flag Norwegian (NIS)  
 Class DNV  
 Dwt 19.733 Mt  
 Draft 10,075 M  
 Capacity 20.332 Cbm at 98 %  
 Lining Fully Stainless Steel  
 LOA 151,48 M  
 Beam 23,50 M  
 NRT 6.004  
 GRT 13.015

## LAST 3 CARGOES:

LAST : lube oil/n.para/para xylene/acetone/gasoline  
 2ND LAST: gasoline unl/px/methanol/meth acr/acetic acid/2 cha/lysine/ipa/acn  
 3RD LAST: ipa/unl gasoline/methanol/acn/dea/lysine/iba/ethyl  
 acetate/triethanolamine/n butyl acetate/isomerate/acetic acid

For

- Cargo min 4000 mts 1 grade cornoil
  - Tolerance 2 pct MORE CHOPT
  - Loading 1 spb Santos Vopak berth, Alemaoberth.
  - Discharge 1 spb Izmir or Gebze at chopt, decl 7 days after sailing loadport
  - Laycan 14-22 June, 2005  
eta on/abt june 14/17 as usual agw/wp/ucac/wog.
  - C/P vegoilvoy
  - Laytime 150/70 mt/hr load/disch shinc rev.
  - Demurrage USD 20,000 PDPR
  - Freight USD 70,-pmt bss 1/1 payable osbl in any case before breaking bulk.
  - six hours notice to count.
  - last three cargoes clean/unl and last cargo not to appear on the fosfa banned list.
  - it is not accepted to have other cargoes of cornoil to any turkish port, therefore owners guarantee this vessel is going to turkey for this cargo.
  - Bimco isps
  - Owners rot/compl/segr
  - Ga arb London English Law
  - YA 94
  - Owners agents bends
  - Brazilian tax cls
  - otherwise based on Trans Scandic cp 24-5-04, with logical amendments.
  - 5pct here on firt/dfirt/dem
  - end recap.
- ++

Frode as requested tried to insert "unless used" but Chtrts were not too happy so asper your instructions we did not make a big deal out of it.

Thanks for your support, Charterparty will be drawn up.

Best regards,

Will De'Ath SSY CHEMS LONDON

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This verifies that this message has been checked for virus and deemed virus-free according to F-secure Content Scanner 5.0  
Wed, 8 Jun 2005 09:41:51 -0400 GMT

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## **EXHIBIT 2**

**प्रमाणपत्र**

6E

SS/SN

SS/SN

Charter (hereinafter called the "Charter").

The Vessel shall receive from the Charterer or supplier at the port or ports of loading, or so near thereto as she may safely get, always about, the cargo described in Part I, for delivery as ordered on standing bills of lading to the port or ports of discharge, or so near thereto as she may safely get, always may safely get always about; and there discharge the cargo; all subject to the terms, provisions, exceptions and limitations contained or incorporated in this Charter Party, which shall include the foregoing preamble and Parts I and II. In the event of a conflict, the provisions of Part I shall prevail over those contained in Part II to the extent of such conflict.

Each of the provisions of this Charter Party shall be and be deemed severable, and if any provision or part of any provision should be held invalid, illegal or unenforceable, the remaining provisions or part or parts of any provisions shall continue in full force and effect.

## A. Description and Position of Vessel

ITEMS OF 2240 LBS. EACH ON  
GRATE IN SALT WATER ON SHEDDED SHEDDED SHEDDED

100% of 2,240 lbs. each (10% of 22 American gallons each at 60° F. or

Capacity for cargo:

more or less, V-neck's option).

**Classified:**

B. Part-Bulk Cargo

If this Charter Party is for a full cargo, then it shall be the quantity the Vessel can carry if loaded to her minimum permissible stowage for the voyage, but not exceeding what the Vessel can, in the Master's judgment, reasonably stow and carry over and above her tackle, apparel, stores, and furniture, sufficient space to be left in the expansion tanks to provide for the expansion of the cargo. In no event shall Charterer be required to furnish cargo in excess of the quantity stated as the Vessel's capacity for cargo plus 10% of that quantity. If less than a full cargo is to be carried, the quantity required to supply.

C. Loading Port

Revised Date:

**Cancellation Date:**

D. Discharge Port

E. Total Laytime  
(Roundup Hours)

**B. Foreign Rate**

G. Demurrage per Hour.

H. Special Provisions—

Reagent Grade:

for direct

1 Supp 101

23. **LIMITATION OF LIABILITY.** (a) Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exceptions from, liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force. Nothing in this charter shall operate to limit or deprive the Owner of any statutory exceptions or limitation of liability on the theory of personal contract or otherwise.

## **EXHIBIT 3**

Lio Yag San. Ve Tic. A.S.  
 A.O.S.B. 10003 Sokak no: 3  
 Cigli 35620  
 IZMIR  
 TURKEY

## Demurrage Calculation

Vessel: TRANS IBERIA  
 Voyage: 06/05  
 Fixture no: 07829  
 C/P date: 08.06.2005  
 Loading: SANTOS  
 Discharging: IZMIR  
 Laycan: 14. - 22.06.2005  
 Cargo: 4080,827 mts Corn Oil  
 Demurrage: 20 000,00 USD  
 Allowed laytime: 85,503042 hrs

TOTAL LAYTIME CONSUMED	5,296336 Days
ALLOWED AS PER C/P	3,562627 Days
TIME ON DEMURRAGE	1,733709 Days
DEMURRAGE PAYABLE	USD 34 674,18

Enclosures: S.O.F. + N.O.R.

Port of loading: Santos

	Date	Time
End of Seapassage	15.06.05	09:30
N.O.R. Tendered	15.06.05	09:30
All fast	15.06.05	12:34
Hose connected	15.06.05	14:40
Commenced loading	15.06.05	15:50
Completed loading	16.06.05	22:00
Hose disconnected	16.06.05	23:15
Time to count as from	15.06.05	12:36
until	16.06.05	23:15
		1,443750
Less due to other cargo loaded simultaneously *)		0,206442

Laytime consumed at loadport

1,237308 Days

\*) Cargo loaded simultaneously as Corn oil: total 2099,484 mts

Time for comm. loading other cgo: 15.06/17:55 - time compl. loading other cgo 16.06/08:30

Total time used for loading other cgo: 14 hrs 35 min

Time to be deducted: (2099,848 mts / 6180,675 mts)\*14hrs 35min = 4hrs 57 min/0,206442 days

*0.5 39264 days  
 this mean better  
 for price  
 can i  
 dispart*

**Port of discharging: Izmir**

1st call.	Date	Time
End of Seapassage	14.07.05	10:00
N.O.R. Tendered	14.07.05	10:00
Anchored	14.07.05	10:50
6 hours noticetime, laytime commence	14.07.05	16:50
Anchor aweigh *)	15.07.05	21:30
Time to count as from	14.07.05	16:50
until	15.07.05	21:30
		1,194444

*Laytime consumed at dischargeport*1,194444 Days

\*) Vsl heaved anchor and sailed due to missing freight and upcoming weekend.

**Port of discharging: Izmir**

2nd call	Date	Time
End of Seapassage	28.07.05	12:30
N.O.R. Tendered	28.07.05	13:00
Anchored	28.07.05	13:20
Anchor aweigh	29.07.05	10:20
All fast	29.07.05	11:05
Hose connected	29.07.05	15:05
Commenced discharging	29.07.05	15:50
Completed discharging	31.07.05	10:20
Hose disconnected	31.07.05	10:50
Time to count as from	28.07.05	13:20
until	31.07.05	10:50
		2,895833
Less shifting from anchorage to berth		0,031250

*Laytime consumed at loadport*2,864583 Days